

Iowa Central CC Classified Empl. Assn./ISEA 7/1/2004 6/30/2007

IOWA CENTRAL CC/ 04-07
CLASSIFIED EMPL. ASSN./ISEA (MIXED)

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION**

AND

IOWA CENTRAL COMMUNITY COLLEGE

2004-2007 *

***With opener for negotiations as to Article 13
(Insurance Program) and Article 16 (Wages)
and one other Article to be chosen by each
party for 2006-2007**

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Article 1

DEFINITIONS

1. The term "Board" or Employer", as used in this agreement, shall mean the Board of Education of Iowa Central Community College or its duly authorized representatives.
2. The term "Employee", as used in this agreement, shall mean any classified employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. Benefit provisions in this agreement referencing "employee" will mean benefits for each full-time employee unless otherwise indicated.
3. The term "Association", as used in this agreement, shall mean the Iowa Central Community College Classified Employees Association/ISEA or its duly authorized representatives or agents.
4. The term "Regular Part-Time Employee", as used in this agreement, shall mean an employee who is scheduled to work twenty (20) hours a week for twelve (12) months or actually works one thousand forty (1040) hours in nine months of a twelve month period (July 1 - June 30). An employee who meets the aforementioned criteria for the first year of the three year agreement from July 1, 2004 to June 30, 2005 (qualifying period), shall be in the bargaining unit effective July 1, 2005; an employee who meets the aforementioned criteria for the second year of the agreement from July 1, 2005 to June 30, 2006 (qualifying period), shall be in the bargaining unit effective July 1, 2006; and an employee who meets the aforementioned criteria for the third year of the agreement from July 1, 2006 to June 30, 2007 (qualifying period), shall be in the bargaining unit effective July 1, 2007. In computing leaves of absence with pay, holidays, and vacation, a pro rata portion of the full-time employee benefit will form the basis of the benefit for a regular part-time employee.

Article 2

GRIEVANCE PROCEDURE

A. Definitions

A grievance is a timely filed alleged violation, misinterpretation or misapplication of any provision of this agreement.

A grievant is the Employee or Employees making the complaint or the Association if the entire bargaining unit is affected by the alleged grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise.

C. Procedure

Step 1: Within ten (10) working days of the occurrence of the alleged violation, misapplication, or misinterpretation the grievant must orally present the complaint to his/her immediate supervisor in an effort to resolve the matter informally.

Step 2: *If after the informal discussion a grievance still exists, the grievant may file a written grievance as set forth in Appendix "A" which is attached hereto within five (5) working days after the informal discussion in Step 1. The written grievance shall state the facts surrounding the grievance including time, place, and events leading to the grievance, the specific contract clause violated, and the remedy sought, and be signed and dated by the grievant. The written grievance shall be submitted to the immediate supervisor. The immediate supervisor shall advise the grievant of his/her disposition in writing within five (5) working days.*

Step 3: If the grievant is not satisfied with the disposition in Step 2, he/she may submit the written grievance to the Vice President of Financial Affairs within five (5) working days after the answer in Step 2. The Vice President of Financial Affairs shall answer in writing within ten (10) working days from the receipt of the grievance.

Step 4: If the grievant is not satisfied with the disposition in Step 3, he/she may submit the written grievance to the President within five (5) working days from the answer in Step 3. The President shall issue a written decision within fifteen (15) working days from receipt of the grievance.

Step 5: If the grievant is not satisfied with the disposition in Step 4, he/she shall notify the Board within ten (10) working days after the answer in Step 4 that the grievance will be submitted to arbitration.

The party requesting arbitration shall, within thirty (30) calendar days from the answer in Step 4, notify the American Arbitration Association and the President, in writing, of its request for a list of arbitrators. The selection of the arbitrator shall be in accordance with the American Arbitration Association.

The arbitrator shall not amend, modify, nullify, or add to the specific provisions of the agreement. The decision will be based solely upon his/her interpretation of the relevant language.

The arbitrator's decision will be final and binding upon both parties unless he/she exceeds the authority listed above.

The entire cost of the arbitrator's services shall be borne equally by the parties. Other costs shall be paid by the party incurring same.

D. General Provisions

1. Any meetings relative to this procedure shall be held outside of working hours of the employee or employees.
2. The number of days indicated at each level should be considered as a maximum. Such limits may only be extended by mutual agreement.
3. A grievance not processed within the time limits specified at any step ~~of the~~ ^{of RBC} ~~this~~ procedure shall be considered resolved on the basis of the last answer.
4. Should the employer not answer the grievance within the time limits, the grievance shall move to the next step.
5. All meetings under this provision shall be conducted in private and shall include only the grievant, witnesses and any designated representatives.
6. Except at Step 1, the grievant, at his/her option, may be represented by an Association representative. At Step 1, the grievant, at his/her option, may have an Association representative accompany him/her as an observer only.
7. Copies of all written decisions shall be delivered to the grievant and the Association.

Article 3

HEALTH AND SAFETY

- A. The employer will endeavor to maintain safe working conditions. Employees shall be responsible for reporting unsafe working conditions to their immediate supervisor.

- B. Employees will not be required to work under unsafe conditions. Unsafe shall mean danger to health and not merely uncomfortable or inconvenient conditions.
- C. The employer shall provide required safety equipment as designated by state safety laws.
- D. After commencement of employment, the employer may at any time, require the employee to submit to a medical examination by a physician of the employer's choosing at the employer's expense.
- E. The employer shall comply with all federal and state regulations on safety which are applicable to the College.

Article 4

SENIORITY

- A. Seniority shall be defined as the length of service with the College as a member of the bargaining unit, except that all members of the bargaining unit as of the first day of this agreement shall be credited with any seniority accumulated prior to the certification of the bargaining unit as well as the time from certification to the first day of the agreement. Accumulation of seniority shall begin on the employee's date of start. In the event that more than one individual has the same date of start, position on the seniority list shall be determined by casting lots.
- B. The current seniority list shall include regular part-time employees who have been included in the bargaining unit.
- C. Employees shall be considered probationary for the first one hundred eighty (180) calendar days of employment. Upon successful completion of the probationary period, the employees shall be eligible for benefits provided by this agreement, including seniority retroactive to the date of start.

D. The employer shall prepare, maintain, and post the seniority list and any revisions or updates on or about September 30th of each year and provide the Association President with a copy.

E. Seniority will be broken for the following reasons:

1. Termination;
2. Resignation;
3. Retirement;
4. Reduction in staff (reduction for more than one (1) year);
5. Failure to properly respond or report for work on recall under Staff Reduction.

Article 5

TRANSFERS

A. Vacancy

A vacancy shall be defined as any position newly created or a present position that is not filled.

There is no obligation by the employer to fill a vacant position.

All vacancies shall be posted in a conspicuous place in each building and on each center for a period of no less than three (3) working days and will remain posted until position is filled and a copy sent to Association President at time of posting. Such vacancy notices shall contain the following information:

1. Date of posting.
2. Type of work by description.
3. Classification by title.
4. Minimum qualifications.

5. Starting date.
6. Hours of position.
7. Rate of pay.
8. How to apply for the position.

The College shall interview all bargaining unit employees, who apply for the vacant position, as well as non-bargaining unit applicants. If two or more applicants have superior qualifications for the vacant position and are equal in those qualifications, of these individuals the applicant with the most seniority with the College will be offered the job. The College retains discretion to set the qualifications for the job and to determine the qualifications of the job applicants. If a bargaining unit employee, who applied for the vacant position, is not selected for the position, the employee may at the employee's option have a conference with the administrator who made the job decision to discuss why the employee was not selected for the job.

Unit applicants not selected for the position shall receive written notice of same within ten (10) working days after the selection process is completed.

B. Involuntary Transfer

Involuntary transfer is a permanent movement to a different center which has not been requested by a bargaining unit member. (Center currently means Eagle Grove, Fort Dodge, Storm Lake, and Webster City.)

The parties agree that involuntary transfers of employees shall be avoided whenever possible. Involuntary transfers will be accomplished by transferring the least senior employee within that job classification first. No involuntary transfers shall take place when there is a qualified voluntary transfer applicant.

C. Temporary Transfers Between Centers

Temporary transfers between centers, of more than five (5) working days, shall be by agreement with the employee.

D. Temporary Assignment

An employee assigned to temporarily assume the duties of another employee will be paid the rate of those duties after assuming major responsibilities of the temporary assignment for more than five (5) consecutive working days. An employee's pay rate shall not be reduced by any temporary change in duties.

Article 6

EVALUATION

A. Notification

All employees shall be notified of the evaluation procedure at some point within the month of July.

Within thirty (30) working days of employment, the employer will acquaint new employees with the evaluation procedure.

B. Probationary Employees

A new employee shall be evaluated at least once prior to the completion of ninety (90) calendar days in probationary employment, and again prior to one hundred eighty (180) calendar days in probationary employment.

After an employee meets the criteria during a twelve-month period (July 1 to June 30) to be classified as a regular part-time employee (as defined in Article 1) and is then in the bargaining unit, a regular part-time employee shall be a probationary employee for the next 180 calendar days.

C. Required Evaluations

Employees shall be evaluated a minimum of at least once a year by supervisor.

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D. Evaluation Procedures

1. Conference and Copy

A conference will be held between the employee and the immediate supervisor. At the time of the evaluation conference, a copy of the original evaluation will be made available to the employee for the purpose of discussion and to sign. A copy of the signed original evaluation will then be given to the employee. Under no circumstances will any employee be required to sign an evaluation that is blank, incomplete, or written in pencil. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

2. Responses

Within five (5) working days after the evaluation conference, the employee may submit a copy of his/her remarks pertaining to his/her evaluation. Both parties shall sign this document and one copy shall be attached to the evaluation report. An employer's signature on the response does not necessarily mean agreement with the response.

E. Remediation

Where the employee's performance is in need of improvement, the evaluator will so note in the written evaluation by putting in writing, a timeline of specific suggestions for improvement.

F. Evaluation File: Review, Response and Reproduction

Each employee, in the presence of the President or his designee, shall have the right to review the contents of his/her evaluation file except for confidential information. A representative of the Association, at the employee's request, may accompany the employee in the review.

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention in writing. The employee shall have the right to reproduce any of the contents of his/her file, except for confidential information, at the employee's expense.

An employee shall have the right to grieve his/her evaluation if the employee believes the evaluation, or the application of the standards of the evaluation, to be false or in error.

Article 7

REDUCTION IN STAFF

Reduction in staff shall mean reduction in and/or elimination of job or jobs.

No employee will be laid off if a reduction in staff may be made through resignation and/or transfer.

If the employer determines that a reduction in staff will occur, the employer shall provide the affected employee(s) with a written notice to be sent to the employee(s) by certified mail or personally delivered to the employee(s). Such written layoff notice shall be sent or delivered to the affected employee(s) not less than thirty (30) calendar days before the effective date of layoff.

If the employer determines that a reduction in staff shall occur, the employer shall select the employee with the least College-wide seniority in the classification (custodian and/or secretary) affected at the Center affected, provided that the employees remaining at the affected location are

qualified to perform the available work. "Center" means Eagle Grove, Fort Dodge, Storm Lake or Webster City.

Employees, other than probationary employees (less than 180 calendar days), laid off under the above procedures shall have recall rights for up to one (1) year to any vacancy in the following categories:

- (1) A job which the employee held at the time of layoff,
- (2) A new job in which he/she meets the qualifications, as defined by the College.

Should more than one (1) employee be eligible for recall under this section, the employer shall recall the employee with the most College-wide seniority in the affected classification, provided that the released employee is minimally qualified to perform the available work.

An employee who is offered recall to a job which has a rate of pay less than he/she was earning at the time of layoff may refuse such recall and still retain future recall rights as provided in this article.

An employee who has been laid off under this procedure is responsible for keeping a current address on file with the employer.

Notice of recall shall be sent to the employee by registered mail to the last address on file with the employer. The employee must notify the employer in writing, within five (5) working days of his/her receipt of the recall notice, his/her intent to report for work. Persons recalled will have up to twenty-one (21) calendar days to report for work, if employed elsewhere at the time the recall notice is received, or up to seven (7) calendar days if unemployed. Failure to provide notice of an intent to return to work or failure to return to work under the above time periods, shall terminate the individual's rights under this article.

Article 8

JUST CAUSE PROVISIONS

An employee may be disciplined, reprimanded, terminated, reduced in rank or compensation based on just cause. Any such action asserted by the employer, its agent or representative, shall be subject to grievance procedures herein set forth.

Article 9

INSERVICE AND STAFF DEVELOPMENT

Pass If the College determines that inservice and/or staff development is needed it will be held *the* during work day and be considered as re-assignment of duties. All expenses relating to such inservice and/or staff development that occurs away from or at the Center and have been itemized and approved in writing by the College prior to being incurred will be reimbursed by the College. A staff development advisory committee with administration and classified employee representation shall be appointed to assist the College in defining needs and determining the content of staff development relating to classified employee job duties and responsibilities. Classified employees are encouraged to submit suggestions to the staff development advisory committee.

Article 10

LEAVES OF ABSENCE

A. Sick Leave

Each employee will accrue the following sick leave on a monthly basis: ten (10) hours for each month worked.

Such leave shall be available for employees due to illness or injury of the employee. The unused portion of such allowance shall accumulate to a maximum of eight hundred forty (840) hours.

Sick leave may only be used to the extent earned and in increments of one-half (1/2) hour or more. A certificate from the employee's health care provider is required to verify an illness of thirty two (32) hours or more. If, however, the College has information that the employee has exhibited a repeated pattern of sick leave and/or has information that the leave may not be sickness or illness related, the College will counsel the employee and may require the employee to have his/her health care provider verify future illnesses resulting in sick leave requests.

An employee who is going to be absent should notify his/her supervisor before the start of the work day, unless such illness or injury prevents same. In any event, the supervisor or his/her designee should be notified on the day of absence. In addition, an absent employee must keep his/her supervisor advised as to possible return to work. Upon return to work, the employee shall complete the appropriate leave form. This form must be completed within two (2) working days of a return to work.

In those instances when an employee is absent from work due to a compensable injury and is entitled to receive or is receiving workers' compensation payments, the following procedure will be instituted:

The College shall notify the injured employee of his/her option to supplement his/her workers' compensation pay with accrued sick leave, if any, and if the employee elects to supplement his/her workers' compensation pay, the employee may do so until he/she has exhausted any accrued benefits. If the employee so elects, the College shall charge against the employee's accrued sick leave the difference between the rate received from workers' compensation per diem and the employee's regular rate of pay.

B. Bereavement Leave

An employee shall be granted up to forty (40) hours of leave per death with pay for attendance at funerals, or other purposes directly related to said death of his/her immediate family. Immediate family is defined as spouse, child (including stepchildren), parents, brothers, sisters, grandparents, grandchildren, or comparable in-laws. Such leave is not cumulative.

Each employee shall be granted up to eight (8) hours of bereavement leave annually for friends and/or relatives not listed above.

C. Personal Leave

Each employee shall be granted up to sixteen (16) hours of personal leave with pay per year with no reasons given, but with advance notice whenever possible. Personal leave shall be taken with one (1) hour increments. An employee may carry forward to the next contract year up to a maximum of eight (8) hours of unused leave to be used as additional paid leave in that year. If this additional leave is not used in that contract year, it will not be carried forward.

D. Association Leave

The Association shall be granted up to twenty four (24) hours of paid leave and up to sixteen (16) hours of unpaid leave per year for the purpose of conducting the business of the Association.

Association leave may be taken in one (1) hour increments.

E. Jury Duty Leave

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned in to the Business Office. An employee is expected to report back to the working assignment during a normal work day when his/her presence is not required by the court, except if such time is less than two (2) hours.

F. Military Leave

An employee who is a member of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training is permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active state or federal service. Such absence is allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days which will be paid.

G. Illness in Immediate Family

In the event of illness in the employee's immediate family leave of absence up to forty (40) hours of paid leave per year (non-cumulative) shall be granted.

The employee must notify his/her supervisor before the start of the shift of said absence unless such illness prevents same. In any event the supervisor should be notified on the day of absence.

Within two (2) working days of a return to work from such absence the employee must file the written form requesting such absence.

Immediate family is defined as spouse, children, parents, brother, sister, grandparents, grandchildren or comparable in-laws.

H. Leaves of Absence Without Pay

A leave of absence without pay for up to a maximum of one (1) year may be granted upon timely written request to the President.

I. Family and Medical Leave Act Provisions

Iowa Central Community College will provide to eligible employees a maximum of twelve (12) weeks of unpaid leave per year for the birth or adoption of a child or the serious illness of the employee or a family member (as per Federal Law P.L. 103-3).

Eligible employees are those who have been employed at least one year and have worked at least 1,250 hours during the previous twelve (12) months. Employees in the highest paid ten percent (10%) level of salary are exempt.

Employees must first use any available paid vacation, personal or sick leave toward the twelve (12) weeks. Paid sick leave is available only if leave is required due to the employee's own serious illness or the leave is maternity leave (see Sick Leave policy). The College will then provide the difference in time with unpaid leave.

Employees are required to provide thirty (30) calendar days notice for foreseeable leaves and to schedule, when possible, planned medical treatments so as not to unduly disrupt work operations.

Employees who are married will be provided an aggregate leave limited to twelve (12) weeks for a new child or sick parent. However, illness of a child or spouse would allow each employee to receive twelve (12) weeks.

Employees are required to provide medical documentation for family leave.

Employees may not take leave intermittently for the birth or adoption of a child. However, leave taken intermittently for a serious health condition of an employee or family member is allowed when medically necessary.

Article 11

HOLIDAYS

All employees employed through the following holidays shall be granted said holidays without loss of pay if part of his/her work schedule:

Fourth of July

Labor Day

Thanksgiving Day

Friday after Thanksgiving

December 24th

Christmas Day

December 31st

New Year's Day

Friday before Easter

Memorial Day

Full-time classified employees shall work only one-half of the break days during the College's Christmas and New Year's break and during the spring break. The College shall designate the specific days off for each full-time employee to insure efficient operation of the College and a calendar shall be prepared annually by the College for each fiscal year indicating the dates referred in this paragraph. Designated break days for each full-time employee shall be consecutive.

In addition, the following days shall be granted without loss of pay:

The Friday before Christmas and New Year's when the holiday falls on Sunday as the Christmas Eve and New Year's Eve holiday.

The Thursday before Christmas and New Year's when the holiday falls on Saturday as the Christmas Eve and New Year's Eve holiday.

The Monday after Christmas, New Year's Day, and the Fourth of July when these holidays fall on Sunday.

The Friday before the Fourth of July when this holiday falls on Saturday.

The Monday before the Fourth of July when this holiday falls on Tuesday.

Article 12

VACATION POLICY

Employees employed on a twelve (12) month basis by the Board and who are actively employed will earn vacation with pay. For purposes of this Article, an employee on extended leave of ^{more than ninety} (90) calendar days will be considered not actively employed until the employee returns to work at the College. The amount of earned vacation will be calculated as follows and will not exceed an accumulation of two hundred forty (240) hours:

A.	Less than five (5) full years employment with Iowa Central Community College:	6.8 hours per month
B.	Five (5) full years employment, but less than ten (10) full years employment with Iowa Central Community College:	10 hours per month
C.	Ten (10) full years employment or more with Iowa Central Community College:	13.6 hours per month

Earned vacation for regular part-time employees will be provided on a pro rata basis.

In addition, the following conditions will apply:

1. Earned vacation shall be calculated on the last day of the calendar month for each full month after the initial date of employment. For example, an employee hired on any day other than the first day of the month shall earn vacation on the last day of the following month. An employee hired on the first day of the month shall earn vacation on the last day of the month hired.
2. The employee must be actively employed (as defined above) for the entire month with Iowa Central Community College to earn vacation on the last day of the calendar month.
3. Unused earned vacation may be accumulated to a maximum of two hundred forty (240) hours. Once the maximum of two hundred forty (240) hours is recorded, vacation will no longer be earned and will not be earned until such time as the employee's accumulated vacation falls below two hundred forty (240) hours.

4. Earned vacation taken during a month will be recorded prior to the calculation of the vacation earned for the month. Vacation shall be taken in periods of not less than four (4) hours at a time.
5. Requests for vacation are to be submitted on forms provided by the College and must be approved in advance by the employee's supervisor. In granting or denying vacation requests, the College shall first consider the operational needs of the Institution.
6. Newly hired employees, who have not earned vacation time but wish some time off, should request such leave without pay as soon as possible. These requests shall be submitted on forms provided by the College.
7. Employees shall not be employed by Iowa Central Community College for extra wages during paid vacation periods.

A terminating employee shall take any earned unused vacation prior to his/her effective date of termination. Terminated employees shall not receive pay in lieu of actual vacation time from work unless the College, in its sole discretion, elects to pay a terminated employee his/her unused earned vacation to enable the employee to continue working up to or near the effective date of termination.

Article 13

INSURANCE PROGRAM

All full-time and regular part-time employees shall be eligible for the following insurance coverages:

1. A comprehensive group medical health insurance program with a \$250/\$500 deductible.

2. A group dental insurance program.

3. Basic term life insurance and accidental death and dismemberment (AD&D) insurance shall be provided all regular employees. Basic term life insurance coverage shall be two (2) times the amount of each employee's base annual salary rounded to the next thousand dollars. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employee coverage (both life and AD&D) decreases on the following schedule:

Age 70 50% reduction of the covered amount

Age 75 decreases to 30% of the original covered amount

Age 80 decreases to 20% of the original covered amount

4. Disability income insurance (90-day waiting period) shall be provided all regular employees under 70 years of age. No disability income insurance shall be available to employees 70 years of age or older. Disability income shall be at the rate of 60% of the employee's monthly earnings up to \$5,000.00 (60% x \$8,333.33) maximum per month.

Additional insurance may be applied¹ for by any regular full-time employee and/or regular part-time employee with premiums paid by payroll deduction as follows:

5. Dependent coverage for hospital and doctor's services and major medical (including dental coverage). The deduction shall be the cost of a family plan premium less the amount contributed by the Board.

6. Dependent life insurance in the amount of \$2,000.00 for employee's spouse and

¹ The terminology "may be applied", as used above, refers to the College's insurer accepting coverage.

dependent children age 14 days to age 19 (plus dependent children age 19-23 provided they are unmarried and attending college full-time).

7. Optional supplemental group term life and accidental death and dismemberment insurance or other insurances acceptable to both the Association and the Board. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employee coverage (both life and AD & D) decreases on the following schedule:

Age 70	50% reduction of the covered amount
Age 75	decreases to 30% of the original covered amount
Age 80	decreases to 20% of the original covered amount

All dependent coverage terminates at age 70.

All insurance purchased under the above terms shall be for the period ending June 30 annually. Such insurance may not be canceled during the year unless employment is terminated. Dependent life and optional supplemental life (items 2 and 3) may be applied for at time of employment and annually during an open enrollment date established each fall. Once insurance is canceled by an employee, the employee may reapply² for insurance during an enrollment date established each fall.

Single and/or family plan coverage for hospital and doctor's services and major medical expenses shall be determined each June 30 and may not be changed after said date unless a change of employee's status occurs, for example, death of spouse and/or dependent child, marriage, divorce, or termination of employment.

² The terminology "may reapply", as used above, refers to the College's insurer accepting coverage.

It is understood all insurance benefits under this contract are provided subject to terms and conditions of the insurance policies, and the College is not obligated to provide these benefits for any employees, spouse or dependent if coverage is precluded by the terms and conditions of the insurance policies.

Effective July 1, 2006, the College shall contribute up to \$770.00³ per month toward the cost of the applicable insurance programs for each eligible employee. In the situation where a husband and wife are both full-time employees of the College, the College will contribute up to a maximum of the full premium cost of the applicable insurance programs above described and as provided by the College, but not to exceed a total amount of \$1,540.00 per month.

Article 14

HOURS OF WORK

A. Work Schedule

- (1) Working hours for full-time secretaries in the classified unit shall be from 8:00 a.m. to 5:00 p.m. on Monday - Thursday and 8:00 a.m. to 4:30 p.m. on Fridays with the following exceptions:

During the summer months from the second Monday in June through the first Friday in August, full-time secretaries in the classified unit shall work a seven (7) hour per day summer hour shift.

³ A regular part-time employee shall receive a contribution based upon the number of scheduled hours he/she works as follows: 1040-1559 hours - 50% of the full time contribution, 1560-2079 hours - 75% of the full-time contribution, 2080 or more hours-same as full-time.

- (2) Working hours for full-time custodians in the classified unit shall be as follows:
- Day shift from 7:00 a.m. to 4:00 p.m. Night shift from 2:30 p.m. to 11:30 p.m., with the following exceptions:
- (a) The normal hours of work for custodians in the Student Union, Hodges Fieldhouse, auditorium, and/or the Career Education Building will be from 4:00 p.m. to 1:00 a.m. Any custodians hired prior to August 1, 2005, will not be involuntarily transferred to work this shift in the Student Union, Hodges Fieldhouse, auditorium, and/or the Career Education Building from 4:00 p.m. to 1:00 a.m., but may volunteer to do so. Any custodian hired after July 31, 2005, who does not volunteer to work in this area for the shift from 4:00 p.m. to 1:00 a.m. may be requested to perform the work in this area on the 4:00 p.m. to 1:00 a.m. shift or the College may look outside the bargaining unit to fill the vacancy.
 - (b) During the summer months from the second Monday in June through the first Friday in August, full-time custodians in the classified unit shall work a seven (7) hour per day summer hour shift. Night shift custodians employed before July 1, 1999, shall work the day shift during this summer period; however, they may be required to work no more than ten (10) working days on the night shift at such times as determined by the College during this summer period. Any full-time custodian employed before July 1, 1999, may volunteer to work more than ten (10) working days on the night shift during this summer period.
 - (c) During the College's Christmas and spring break, the night shift custodians employed before July 1, 1999, shall work the day shift.
- (3) The employer retains the right to reschedule hours, but will not temporarily reschedule

normal work hours unless the change is critical to the operation of the College.

B. Breaks

- (1) All employees shall be entitled to one (1) twenty (20) minute break for each four (4) hours. Employee break time shall be at the discretion of the employer, except that break times shall be at least:
 - a. Thirty (30) minutes after the beginning of the work day.
 - b. Thirty (30) minutes before the beginning of the lunch break.
 - c. Thirty (30) minutes after the conclusion of the lunch break.
 - d. Thirty (30) minutes before the conclusion of the work day. (Breaks shall be 20 minutes within 30 minute period of time).
- (2) Employees working overtime will be entitled to an additional twenty (20) minute break for every four (4) hours worked and fraction thereof worked.

C. Overtime

- (1) The base pay for employees shall cover the first forty (40) hours of work each week. Overtime shall be computed for all work in excess of forty (40) hours each week at the rate of one and one-half (1-1/2) times the hourly rate of said employees.
- (2) The opportunity for overtime shall be distributed as equally as practicable among the employees who regularly perform such work.

D. Less Than Twelve Month Employees

Employees who work less than twelve (12) months shall be provided with a calendar showing when their work year begins. This calendar is subject to change resulting from contract negotiations

occurring after calendars are distributed. Said calendars will be made available one (1) week prior to end of the spring semester.

Article 15

ASSOCIATION DEDUCTIONS

Dues Authorization

An employee may authorize an Association deduction by turning in the appropriate authorization form to the Business Office. Pursuant to the authorization, the Business Office shall deduct the appropriate amount from the employee paycheck, but not to exceed two (2) deductions per month. Dues deductions will continue until revoked in writing by thirty (30) calendar day notice from the employee to the employer.

By June 1st and December 1st of each year, the Association shall submit to the Board the new Association dues amounts to be deducted only as to any changes in dues deduction which shall be effective as of July 1st and January 1st. The Business Office will transmit deducted dues to the designated Treasurer of the Association.

No liability shall accrue to the Board or any administrative official collectively or individually for any action taken or not taken with regard to information furnished under this section.

Article 16

WAGES

A. 2006-2007 Wage Adjustments

Effective July 1, 2006, full-time and regular part-time employees will receive a 4.68% increase in each employee's 2005-2006 base hourly rate.

The base hourly hiring rate for 2006-2007 for custodians will range from a minimum of \$9.30 to a maximum of \$9.80 depending upon the new employee's custodial experience. In determining this hiring rate, a \$0.10 increase above the minimum of \$9.30 will be made for each year of prior custodial work experience relating to the position to be filled up to a maximum of five (5) years prior experience. The base hourly hiring rate for 2006-2007 for secretaries will range from a minimum of \$10.00 to a maximum of \$10.50 depending upon the new employee's secretarial experience. In determining this hiring rate, a \$0.10 increase above the minimum of \$10.00 will be made for each year of prior secretarial work experience relating to the position to be filled up to a maximum of five (5) years prior experience. No new employee hired in a secretary or in a custodian job classification will be paid a beginning hourly rate of pay greater than the hourly rate of pay paid to a current employee working on the same shift in the same classification who has equal or greater years of work experience relating to the job.

The base hourly pay rate for the 2006-2007 school year for custodians may range from \$9.30 to \$12.71 and for secretaries may range from \$10.00 to \$15.40. The hourly pay rate at the top of the range is the maximum hourly pay rate that may be paid to an employee.

B. Shift Differential

When an employee's regularly assigned work day occurs between 2:30 p.m. and 11:30 p.m., he/she will be entitled to a shift differential of \$.25 added to his/her base hourly rate of pay.

When an employee's regularly assigned work day occurs between 4:00 p.m. and 1:00 a.m., he/she will be entitled to a shift differential of \$.30 added to his/her base hourly rate of pay.

C. Call Back Pay

Employees who are called back to work for any reason shall be guaranteed a minimum of two (2) hours of overtime pay.

D. Method of Payment

All employees will be paid on or about the fifteenth (15th) and on the last day of each month. Should either of these dates fall on a holiday or a weekend, the employee will be paid the day preceding the holiday or weekend.

Checks will be mailed to employees or direct deposited.

CLASSIFIED DUES DEDUCTION FORM

2004-2005/2005-2006/2006-2007

Authorization for payroll deduction for Iowa Central Community College Classified
Employees Association.

Employee's Last Name	First Name	Middle Initial
Employee's Social Security Number		
Date Started		Amount

I hereby request and authorize the Board of Directors of Iowa Central Community College as my remitting agent to deduct from my earnings each pay period until this authorization is changed or revoked, a sufficient amount to provide for the payment of dues for me and on my behalf to the Treasurer of Iowa Central Community College Classified Employees Association.

It is understood that this authorization shall begin on the first payroll period following receipt by the Business Office, from the Association of written notice of authorization from employee for dues deduction, and shall continue until revoked in writing by a thirty (30) calendar day notice from the employee to the employer.

Date

Signature

APPENDIX "A"

Grievance Report

Date Filed

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Employer

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Department Chair or Immediate Supervisor _____

Signature of Department Chair Date
or Immediate Supervisor

STEP 3

A. _____
Signature of Aggrieved Person Date Received by Vice President,
Financial Affairs

B. Disposition by Vice President, Financial Affairs or Designee _____

Signature of Vice President, Date
Financial Affairs

STEP 4

A. _____
Signature of Aggrieved Person Date Received by President

B. Disposition by President _____

Signature of President Date

STEP 5


A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted

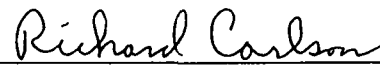
DURATION

The duration of this agreement shall be from July 1, 2004, through, June 30, 2007, except that either party may open the agreement for negotiations as to Article 13 (Insurance Program), Article 16 (Wages), and one other Article for the 2006-2007 school year with said opener request being made in writing to the other party on or before January 16, 2006.

Signed this 29th day of April, 2006, by



For the College




For the Association

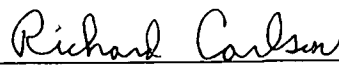
SIDE LETTER TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that any regular part-time employee in the bargaining unit receiving vacation during the 1995-1996 school year will continue to receive said vacation as long as he/she remains in the bargaining unit.

Signed this 29th day of April, 2006 by



For the College

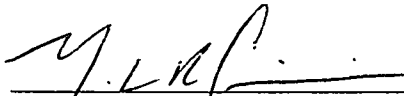


For the Association

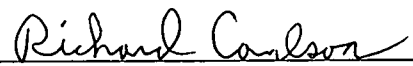
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BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that any regular part-time employee currently in the bargaining unit receiving the College's insurance contribution during the 1995-1996 school year will continue to receive said insurance contribution as long as he/she remains in the bargaining unit.

Signed this 29th day of April, 2006, by



For the College

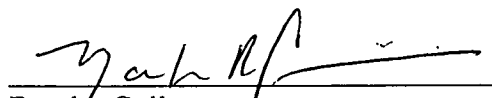


For the Association

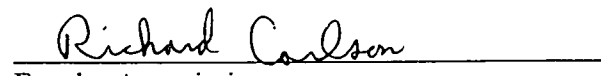
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CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that during the interview process the College will inform the candidate for a night shift custodian position that this position is for the night shift hours for the full year and that the hours are different than for those custodians hired prior to July 1, 1999, who may work the day shift during the summer and during the College's Christmas and spring break. This side letter agreement shall be for the period July 1, 2004 through June 30, 2007.

Signed this 29th day of April, 2006, by



For the College

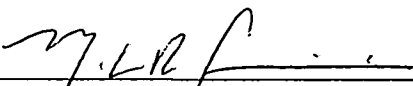


For the Association

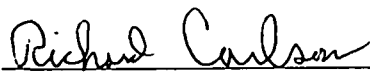
SIDE LETTER TO
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BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree for the period April 1, 2004, through June 30, 2007, that in addition to the exceptions provided in Section A (2) and (3) in Article 14, Hours of Work, that the normal hours of work may be changed by mutual agreement between an individual custodian and the College; this may be for a period of time shorter than 16 months and will be described in a memo from the College to the employee. If there is no mutual agreement to a change as described in this Side Letter, then the custodian's hours of work will remain as provided in Article 14.

Signed this 29th day of April, 2006, by



For the College



For the Association

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION**

AND

IOWA CENTRAL COMMUNITY COLLEGE

2004-2007 *

***With opener for negotiations as to Article 13
(Insurance Program) and Article 16 (Wages)
and one other Article to be chosen by each
party for 2006-2007**

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Article 1

DEFINITIONS

1. The term "Board" or Employer", as used in this agreement, shall mean the Board of Education of Iowa Central Community College or its duly authorized representatives.
2. The term "Employee", as used in this agreement, shall mean any classified employee represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board. Benefit provisions in this agreement referencing "employee" will mean benefits for each full-time employee unless otherwise indicated.
3. The term "Association", as used in this agreement, shall mean the Iowa Central Community College Classified Employees Association/ISEA or its duly authorized representatives or agents.
4. The term "Regular Part-Time Employee", as used in this agreement, shall mean an employee who is scheduled to work twenty (20) hours a week for twelve (12) months or actually works one thousand forty (1040) hours in nine months of a twelve month period (July 1 - June 30). An employee who meets the aforementioned criteria for the first year of the three year agreement from July 1, 2004 to June 30, 2005 (qualifying period), shall be in the bargaining unit effective July 1, 2005; an employee who meets the aforementioned criteria for the second year of the agreement from July 1, 2005 to June 30, 2006 (qualifying period), shall be in the bargaining unit effective July 1, 2006; and an employee who meets the aforementioned criteria for the third year of the agreement from July 1, 2006 to June 30, 2007 (qualifying period), shall be in the bargaining unit effective July 1, 2007. In computing leaves of absence with pay, holidays, and vacation, a pro rata portion of the full-time employee benefit will form the basis of the benefit for a regular part-time employee.

Article 2

GRIEVANCE PROCEDURE

A. Definitions

A grievance is a timely filed alleged violation, misinterpretation or misapplication of any provision of this agreement.

A grievant is the Employee or Employees making the complaint or the Association if the entire bargaining unit is affected by the alleged grievance.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise.

C. Procedure

Step 1: Within ten (10) working days of the occurrence of the alleged violation, misapplication, or misinterpretation the grievant must orally present the complaint to his/her immediate supervisor in an effort to resolve the matter informally.

Step 2: If after the informal discussion a grievance still exists, the grievant may file a written grievance as set forth in Appendix "A" which is attached hereto within five (5) working days after the informal discussion in Step 1. The written grievance shall state the facts surrounding the grievance including time, place, and events leading to the grievance, the specific contract clause violated, and the remedy sought, and be signed and dated by the grievant. The written grievance shall be submitted to the immediate supervisor. The immediate supervisor shall advise the grievant of his/her disposition in writing within five (5) working days.

Step 3: If the grievant is not satisfied with the disposition in Step 2, he/she may submit the written grievance to the Vice President of Financial Affairs within five (5) working days after the answer in Step 2. The Vice President of Financial Affairs shall answer in writing within ten (10) working days from the receipt of the grievance.

Step 4: If the grievant is not satisfied with the disposition in Step 3, he/she may submit the written grievance to the President within five (5) working days from the answer in Step 3. The President shall issue a written decision within fifteen (15) working days from receipt of the grievance.

Step 5: If the grievant is not satisfied with the disposition in Step 4, he/she shall notify the Board within ten (10) working days after the answer in Step 4 that the grievance will be submitted to arbitration.

The party requesting arbitration shall, within thirty (30) calendar days from the answer in Step 4, notify the American Arbitration Association and the President, in writing, of its request for a list of arbitrators. The selection of the arbitrator shall be in accordance with the American Arbitration Association.

The arbitrator shall not amend, modify, nullify, or add to the specific provisions of the agreement. The decision will be based solely upon his/her interpretation of the relevant language.

The arbitrator's decision will be final and binding upon both parties unless he/she exceeds the authority listed above.

The entire cost of the arbitrator's services shall be borne equally by the parties. Other costs shall be paid by the party incurring same.

D. General Provisions

1. Any meetings relative to this procedure shall be held outside of working hours of the employee or employees.
2. The number of days indicated at each level should be considered as a maximum. Such limits may only be extended by mutual agreement.
3. A grievance not processed within the time limits specified at any steps or the procedure shall be considered resolved on the basis of the last answer.
4. Should the employer not answer the grievance within the time limits, the grievance shall move to the next step.
5. All meetings under this provision shall be conducted in private and shall include only the grievant, witnesses and any designated representatives.
6. Except at Step 1, the grievant, at his/her option, may be represented by an Association representative. At Step 1, the grievant, at his/her option, may have an Association representative accompany him/her as an observer only.
7. Copies of all written decisions shall be delivered to the grievant and the Association.

Article 3

HEALTH AND SAFETY

- A. The employer will endeavor to maintain safe working conditions. Employees shall be responsible for reporting unsafe working conditions to their immediate supervisor.

- B. Employees will not be required to work under unsafe conditions. Unsafe shall mean danger to health and not merely uncomfortable or inconvenient conditions.
- C. The employer shall provide required safety equipment as designated by state safety laws.
- D. After commencement of employment, the employer may at any time, require the employee to submit to a medical examination by a physician of the employer's choosing at the employer's expense.
- E. The employer shall comply with all federal and state regulations on safety which are applicable to the College.

Article 4

SENIORITY

- A. Seniority shall be defined as the length of service with the College as a member of the bargaining unit, except that all members of the bargaining unit as of the first day of this agreement shall be credited with any seniority accumulated prior to the certification of the bargaining unit as well as the time from certification to the first day of the agreement. Accumulation of seniority shall begin on the employee's date of start. In the event that more than one individual has the same date of start, position on the seniority list shall be determined by casting lots.
- B. The current seniority list shall include regular part-time employees who have been included in the bargaining unit.
- C. Employees shall be considered probationary for the first one hundred eighty (180) calendar days of employment. Upon successful completion of the probationary period, the employees shall be eligible for benefits provided by this agreement, including seniority retroactive to the date of start.

D. The employer shall prepare, maintain, and post the seniority list and any revisions or updates on or about September 30th of each year and provide the Association President with a copy.

E. Seniority will be broken for the following reasons:

1. Termination;
2. Resignation;
3. Retirement;
4. Reduction in staff (reduction for more than one (1) year);
5. Failure to properly respond or report for work on recall under Staff Reduction.

Article 5

TRANSFERS

A. Vacancy

A vacancy shall be defined as any position newly created or a present position that is not filled.

There is no obligation by the employer to fill a vacant position.

All vacancies shall be posted in a conspicuous place in each building and on each center for a period of no less than three (3) working days and will remain posted until position is filled and a copy sent to Association President at time of posting. Such vacancy notices shall contain the following information:

1. Date of posting.
2. Type of work by description.
3. Classification by title.
4. Minimum qualifications.

5. Starting date.
6. Hours of position.
7. Rate of pay.
8. How to apply for the position.

The College shall interview all bargaining unit employees, who apply for the vacant position, as well as non-bargaining unit applicants. If two or more applicants have superior qualifications for the vacant position and are equal in those qualifications, of these individuals the applicant with the most seniority with the College will be offered the job. The College retains discretion to set the qualifications for the job and to determine the qualifications of the job applicants. If a bargaining unit employee, who applied for the vacant position, is not selected for the position, the employee may at the employee's option have a conference with the administrator who made the job decision to discuss why the employee was not selected for the job.

Unit applicants not selected for the position shall receive written notice of same within ten (10) working days after the selection process is completed.

B. Involuntary Transfer

Involuntary transfer is a permanent movement to a different center which has not been requested by a bargaining unit member. (Center currently means Eagle Grove, Fort Dodge, Storm Lake, and Webster City.)

The parties agree that involuntary transfers of employees shall be avoided whenever possible. Involuntary transfers will be accomplished by transferring the least senior employee within that job classification first. No involuntary transfers shall take place when there is a qualified voluntary transfer applicant.

C. Temporary Transfers Between Centers

Temporary transfers between centers, of more than five (5) working days, shall be by agreement with the employee.

D. Temporary Assignment

An employee assigned to temporarily assume the duties of another employee will be paid the rate of those duties after assuming major responsibilities of the temporary assignment for more than five (5) consecutive working days. An employee's pay rate shall not be reduced by any temporary change in duties.

Article 6

EVALUATION

A. Notification

All employees shall be notified of the evaluation procedure at some point within the month of July.

Within thirty (30) working days of employment, the employer will acquaint new employees with the evaluation procedure.

B. Probationary Employees

A new employee shall be evaluated at least once prior to the completion of ninety (90) calendar days in probationary employment, and again prior to one hundred eighty (180) calendar days in probationary employment.

After an employee meets the criteria during a twelve-month period (July 1 to June 30) to be classified as a regular part-time employee (as defined in Article 1) and is then in the bargaining unit, a regular part-time employee shall be a probationary employee for the next 180 calendar days.

C. Required Evaluations

Employees shall be evaluated a minimum of at least once a year by supervisor.

D. Evaluation Procedures

1. Conference and Copy

A conference will be held between the employee and the immediate supervisor. At the time of the evaluation conference, a copy of the original evaluation will be made available to the employee for the purpose of discussion and to sign. A copy of the signed original evaluation will then be given to the employee. Under no circumstances will any employee be required to sign an evaluation that is blank, incomplete, or written in pencil. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

2. Responses

Within five (5) working days after the evaluation conference, the employee may submit a copy of his/her remarks pertaining to his/her evaluation. Both parties shall sign this document and one copy shall be attached to the evaluation report. An employer's signature on the response does not necessarily mean agreement with the response.

E. Remediation

Where the employee's performance is in need of improvement, the evaluator will so note in the written evaluation by putting in writing, a timeline of specific suggestions for improvement.

F. Evaluation File: Review, Response and Reproduction

Each employee, in the presence of the President or his designee, shall have the right to review the contents of his/her evaluation file except for confidential information. A representative of the Association, at the employee's request, may accompany the employee in the review.

Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention in writing. The employee shall have the right to reproduce any of the contents of his/her file, except for confidential information, at the employee's expense.

An employee shall have the right to grieve his/her evaluation if the employee believes the evaluation, or the application of the standards of the evaluation, to be false or in error.

Article 7

REDUCTION IN STAFF

Reduction in staff shall mean reduction in and/or elimination of job or jobs.

No employee will be laid off if a reduction in staff may be made through resignation and/or transfer.

If the employer determines that a reduction in staff will occur, the employer shall provide the affected employee(s) with a written notice to be sent to the employee(s) by certified mail or personally delivered to the employee(s). Such written layoff notice shall be sent or delivered to the affected employee(s) not less than thirty (30) calendar days before the effective date of layoff.

If the employer determines that a reduction in staff shall occur, the employer shall select the employee with the least College-wide seniority in the classification (custodian and/or secretary) affected at the Center affected, provided that the employees remaining at the affected location are

qualified to perform the available work. "Center" means Eagle Grove, Fort Dodge, Storm Lake or Webster City.

Employees, other than probationary employees (less than 180 calendar days), laid off under the above procedures shall have recall rights for up to one (1) year to any vacancy in the following categories:

- (1) A job which the employee held at the time of layoff,
- (2) A new job in which he/she meets the qualifications, as defined by the College.

Should more than one (1) employee be eligible for recall under this section, the employer shall recall the employee with the most College-wide seniority in the affected classification, provided that the released employee is minimally qualified to perform the available work.

An employee who is offered recall to a job which has a rate of pay less than he/she was earning at the time of layoff may refuse such recall and still retain future recall rights as provided in this article.

An employee who has been laid off under this procedure is responsible for keeping a current address on file with the employer.

Notice of recall shall be sent to the employee by registered mail to the last address on file with the employer. The employee must notify the employer in writing, within five (5) working days of his/her receipt of the recall notice, his/her intent to report for work. Persons recalled will have up to twenty-one (21) calendar days to report for work, if employed elsewhere at the time the recall notice is received, or up to seven (7) calendar days if unemployed. Failure to provide notice of an intent to return to work or failure to return to work under the above time periods, shall terminate the individual's rights under this article.

Article 8

JUST CAUSE PROVISIONS

An employee may be disciplined, reprimanded, terminated, reduced in rank or compensation based on just cause. Any such action asserted by the employer, its agent or representative, shall be subject to grievance procedures herein set forth.

Article 9

INSERVICE AND STAFF DEVELOPMENT

If the College determines that inservice and/or staff development is needed it will be held during work day and be considered as re-assignment of duties. All expenses relating to such inservice and/or staff development that occurs away from or at the Center and have been itemized and approved in writing by the College prior to being incurred will be reimbursed by the College. A staff development advisory committee with administration and classified employee representation shall be appointed to assist the College in defining needs and determining the content of staff development relating to classified employee job duties and responsibilities. Classified employees are encouraged to submit suggestions to the staff development advisory committee.

Article 10

LEAVES OF ABSENCE

A. Sick Leave

Each employee will accrue the following sick leave on a monthly basis: ten (10) hours for each month worked.

Such leave shall be available for employees due to illness or injury of the employee. The unused portion of such allowance shall accumulate to a maximum of eight hundred forty (840) hours.

Sick leave may only be used to the extent earned and in increments of one-half (1/2) hour or more. A certificate from the employee's health care provider is required to verify an illness of thirty two (32) hours or more. If, however, the College has information that the employee has exhibited a repeated pattern of sick leave and/or has information that the leave may not be sickness or illness related, the College will counsel the employee and may require the employee to have his/her health care provider verify future illnesses resulting in sick leave requests.

An employee who is going to be absent should notify his/her supervisor before the start of the work day, unless such illness or injury prevents same. In any event, the supervisor or his/her designee should be notified on the day of absence. In addition, an absent employee must keep his/her supervisor advised as to possible return to work. Upon return to work, the employee shall complete the appropriate leave form. This form must be completed within two (2) working days of a return to work.

In those instances when an employee is absent from work due to a compensable injury and is entitled to receive or is receiving workers' compensation payments, the following procedure will be instituted:

The College shall notify the injured employee of his/her option to supplement his/her workers' compensation pay with accrued sick leave, if any, and if the employee elects to supplement his/her workers' compensation pay, the employee may do so until he/she has exhausted any accrued benefits. If the employee so elects, the College shall charge against the employee's accrued sick leave the difference between the rate received from workers' compensation per diem and the employee's regular rate of pay.

B. Bereavement Leave

An employee shall be granted up to forty (40) hours of leave per death with pay for attendance at funerals, or other purposes directly related to said death of his/her immediate family. Immediate family is defined as spouse, child (including stepchildren), parents, brothers, sisters, grandparents, grandchildren, or comparable in-laws. Such leave is not cumulative.

Each employee shall be granted up to eight (8) hours of bereavement leave annually for friends and/or relatives not listed above.

C. Personal Leave

Each employee shall be granted up to sixteen (16) hours of personal leave with pay per year with no reasons given, but with advance notice whenever possible. Personal leave shall be taken with one (1) hour increments. An employee may carry forward to the next contract year up to a maximum of eight (8) hours of unused leave to be used as additional paid leave in that year. If this additional leave is not used in that contract year, it will not be carried forward.

D. Association Leave

The Association shall be granted up to twenty four (24) hours of paid leave and up to sixteen (16) hours of unpaid leave per year for the purpose of conducting the business of the Association.

Association leave may be taken in one (1) hour increments.

E. Jury Duty Leave

When an employee is required to serve on a jury, the absence from work for this reason will be excused without loss of pay. The jury duty pay received by the employee must be turned in to the Business Office. An employee is expected to report back to the working assignment during a normal work day when his/her presence is not required by the court, except if such time is less than two (2) hours.

F. Military Leave

An employee who is a member of the National Guard, or any organized reserve of the Army, Navy, Marine Corps, Coast Guard, or Air Force which requires periods of training is permitted to be absent from work for the purpose of receiving military training when ordered by proper authority to active state or federal service. Such absence is allowed in addition to regular vacation and will be taken without pay except for the first thirty (30) days which will be paid.

G. Illness in Immediate Family

In the event of illness in the employee's immediate family leave of absence up to forty (40) hours of paid leave per year (non-cumulative) shall be granted.

The employee must notify his/her supervisor before the start of the shift of said absence unless such illness prevents same. In any event the supervisor should be notified on the day of absence. Within two (2) working days of a return to work from such absence the employee

must file the written form requesting such absence.

Immediate family is defined as spouse, children, parents, brother, sister, grandparents, grandchildren or comparable in-laws.

H. Leaves of Absence Without Pay

A leave of absence without pay for up to a maximum of one (1) year may be granted upon timely written request to the President. ^{R.B.C.}

I. Family and Medical Leave Act Provisions

Iowa Central Community College will provide to eligible employees a maximum of twelve (12) weeks of unpaid leave per year for the birth or adoption of a child or the serious illness of the employee or a family member (as per Federal Law P.L. 103-3).

Eligible employees are those who have been employed at least one year and have worked at least 1,250 hours during the previous twelve (12) months. Employees in the highest paid ten percent (10%) level of salary are exempt.

Employees must first use any available paid vacation, personal or sick leave toward the twelve (12) weeks. Paid sick leave is available only if leave is required due to the employee's own serious illness or the leave is maternity leave (see Sick Leave policy). The College will then provide the difference in time with unpaid leave.

Employees are required to provide thirty (30) calendar days notice for foreseeable leaves and to schedule, when possible, planned medical treatments so as not to unduly disrupt work operations.

Employees who are married will be provided an aggregate leave limited to twelve (12) weeks for a new child or sick parent. However, illness of a child or spouse would allow each employee to receive twelve (12) weeks.

Employees are required to provide medical documentation for family leave.

Employees may not take leave intermittently for the birth or adoption of a child. However, leave taken intermittently for a serious health condition of an employee or family member is allowed when medically necessary.

Article 11

HOLIDAYS

All employees employed through the following holidays shall be granted said holidays without loss of pay if part of his/her work schedule:

Fourth of July

Labor Day

Thanksgiving Day

Friday after Thanksgiving

December 24th

Christmas Day

December 31st

New Year's Day

Friday before Easter

Memorial Day

Full-time classified employees shall work only one-half of the break days during the College's Christmas and New Year's break and during the spring break. The College shall designate the specific days off for each full-time employee to insure efficient operation of the College and a calendar shall

be prepared annually by the College for each fiscal year indicating the dates referred in this paragraph.

Designated break days for each full-time employee shall be consecutive.

In addition, the following days shall be granted without loss of pay:

The Friday before Christmas and New Year's when the holiday falls on Sunday as the Christmas Eve and New Year's Eve holiday.

The Thursday before Christmas and New Year's when the holiday falls on Saturday as the Christmas Eve and New Year's Eve holiday.

The Monday after Christmas, New Year's Day, and the Fourth of July when these holidays fall on Sunday.

The Friday before the Fourth of July when this holiday falls on Saturday.

The Monday before the Fourth of July when this holiday falls on Tuesday.

Article 12

VACATION POLICY

Employees employed on a twelve (12) month basis by the Board and who are actively employed will earn vacation with pay. For purposes of this Article, an employee on extended leave of more than 90 calendar days will be considered not actively employed until the employee returns to work at the College. The amount of earned vacation will be calculated as follows and will not exceed an accumulation of two hundred forty (240) hours:

- | | | |
|----|---|---------------------|
| A. | Less than five (5) full years
employment with Iowa Central
Community College: | 6.8 hours per month |
|----|---|---------------------|

- | | | |
|----|--|----------------------|
| B. | Five (5) full years employment,
but less than ten (10) full years
employment with Iowa Central
Community College: | 10 hours per month |
| C. | Ten (10) full years employment or
more with Iowa Central Community
College: | 13.6 hours per month |

Earned vacation for regular part-time employees will be provided on a pro rata basis.

In addition, the following conditions will apply:

1. Earned vacation shall be calculated on the last day of the calendar month for each full month after the initial date of employment. For example, an employee hired on any day other than the first day of the month shall earn vacation on the last day of the following month. An employee hired on the first day of the month shall earn vacation on the last day of the month hired.
2. The employee must be actively employed (as defined above) for the entire month with Iowa Central Community College to earn vacation on the last day of the calendar month.
3. Unused earned vacation may be accumulated to a maximum of two hundred forty (240) hours. Once the maximum of two hundred forty (240) hours is recorded, vacation will no longer be earned and will not be earned until such time as the employee's accumulated vacation falls below two hundred forty (240) hours.
4. Earned vacation taken during a month will be recorded prior to the calculation of the vacation earned for the month. Vacation shall be taken in periods of not less than four (4) hours at a time.

5. Requests for vacation are to be submitted on forms provided by the College and must be approved in advance by the employee's supervisor. In granting or denying vacation requests, the College shall first consider the operational needs of the Institution.
6. Newly hired employees, who have not earned vacation time but wish some time off, should request such leave without pay as soon as possible. These requests shall be submitted on forms provided by the College.
7. Employees shall not be employed by Iowa Central Community College for extra wages during paid vacation periods.

A terminating employee shall take any earned unused vacation prior to his/her effective date of termination. Terminated employees shall not receive pay in lieu of actual vacation time from work unless the College, in its sole discretion, elects to pay a terminated employee his/her unused earned vacation to enable the employee to continue working up to or near the effective date of termination.

Article 13

INSURANCE PROGRAM

All full-time and regular part-time employees shall be eligible for the following insurance coverages:

1. A comprehensive group medical health insurance program with a \$250/\$500 deductible.
2. A group dental insurance program.
3. Basic term life insurance and accidental death and dismemberment (AD&D) insurance shall be provided all regular employees. Basic term life insurance coverage shall be two (2) times the

amount of each employee's base annual salary rounded to the next thousand dollars. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employee coverage (both life and AD&D) decreases on the following schedule:

Age 70	50% reduction of the covered amount
Age 75	decreases to 30% of the original covered amount
Age 80	decreases to 20% of the original covered amount

4. Disability income insurance (90-day waiting period) shall be provided all regular employees under 70 years of age. No disability income insurance shall be available to employees 70 years of age or older. Disability income shall be at the rate of 60% of the employee's monthly earnings up to \$5,000.00 (60% x \$8,333.33) maximum per month.

Additional insurance may be applied¹ for by any regular full-time employee and/or regular part-time employee with premiums paid by payroll deduction as follows:

5. Dependent coverage for hospital and doctor's services and major medical (including dental coverage). The deduction shall be the cost of a family plan premium less the amount contributed by the Board.

6. Dependent life insurance in the amount of \$2,000.00 for employee's spouse and dependent children age 14 days to age 19 (plus dependent children age 19-23 provided they are unmarried and attending college full-time).

7. Optional supplemental group term life and accidental death and dismemberment

¹ The terminology "may be applied", as used above, refers to the College's insurer accepting coverage.

insurance or other insurances acceptable to both the Association and the Board. This insurance will continue in full as long as the employee is under age 70 and this program remains in effect. Upon attainment of age 70 employee coverage (both life and AD & D) decreases on the following schedule:

Age 70	50% reduction of the covered amount
Age 75	decreases to 30% of the original covered amount
Age 80	decreases to 20% of the original covered amount

All dependent coverage terminates at age 70.

All insurance purchased under the above terms shall be for the period ending June 30 annually. Such insurance may not be canceled during the year unless employment is terminated. Dependent life and optional supplemental life (items 2 and 3) may be applied for at time of employment and annually during an open enrollment date established each fall. Once insurance is canceled by an employee, the employee may reapply² for insurance during an enrollment date established each fall.

Single and/or family plan coverage for hospital and doctor's services and major medical expenses shall be determined each June 30 and may not be changed after said date unless a change of employee's status occurs, for example, death of spouse and/or dependent child, marriage, divorce, or termination of employment.

It is understood all insurance benefits under this contract are provided subject to terms and conditions of the insurance policies, and the College is not obligated to provide these benefits for any

² The terminology "may reapply", as used above, refers to the College's insurer accepting coverage.

employees, spouse or dependent if coverage is precluded by the terms and conditions of the insurance policies.

Effective July 1, 2005, the College shall contribute up to \$710.00³ per month toward the cost of the applicable insurance programs for each eligible employee. In the situation where a husband and wife are both full-time employees of the College, the College will contribute up to a maximum of the full premium cost of the applicable insurance programs above described and as provided by the College, but not to exceed a total amount of \$1,420.00 per month.

Article 14

HOURS OF WORK

A. Work Schedule

- (1) Working hours for full-time secretaries in the classified unit shall be from 8:00 a.m. to 5:00 p.m. on Monday - Thursday and 8:00 a.m. to 4:30 p.m. on Fridays with the following exceptions:

During the summer months from the second Monday in June through the first Friday in August, full-time secretaries in the classified unit shall work a seven (7) hour per day summer hour shift.

- (2) Working hours for full-time custodians in the classified unit shall be as follows:
Day shift from 7:00 a.m. to 4:00 p.m. Night shift from 2:30 p.m. to 11:30 p.m., with the following exceptions:

³ A regular part-time employee shall receive a contribution based upon the number of scheduled hours he/she works as follows: 1040-1559 hours - 50% of the full time contribution, 1560-2079 hours - 75% of the full-time contribution, 2080 or more hours-same as full-time.

- (a) Custodians assigned to work as of September, 2002, in the Student Union, Hodges Fieldhouse, and/or auditorium shall work from 4:00 p.m. to 1:00 a.m. Other custodians employed as of September, 2002, will not be involuntarily transferred to work this shift in the Student Union, Hodges Fieldhouse, and/or auditorium from 4:00 p.m. to 1:00 a.m., but may volunteer to do so. Any custodian hired after September, 2002, who does not volunteer to work in this area for the shift from 4:00 p.m. to 1:00 a.m. may be requested to perform the work in this area on the 4:00 p.m. to 1:00 a.m. shift or the College may look outside the bargaining unit to fill the vacancy.
 - (b) During the summer months from the second Monday in June through the first Friday in August, full-time custodians in the classified unit shall work a seven (7) hour per day summer hour shift. Night shift custodians employed before July 1, 1999, shall work the day shift during this summer period; however, they may be required to work no more than ten (10) working days on the night shift at such times as determined by the College during this summer period. Any full-time custodian employed before July 1, 1999, may volunteer to work more than ten (10) working days on the night shift during this summer period.
 - (c) During the College's Christmas and spring break, the night shift custodians employed before July 1, 1999, shall work the day shift.
- (3) The employer retains the right to reschedule hours, but will not temporarily reschedule normal work hours unless the change is critical to the operation of the College.

B. Breaks

- (1) All employees shall be entitled to one (1) twenty (20) minute break for each four (4) hours. Employee break time shall be at the discretion of the employer, except that break times shall be at least:
 - a. Thirty (30) minutes after the beginning of the work day.
 - b. Thirty (30) minutes before the beginning of the lunch break.
 - c. Thirty (30) minutes after the conclusion of the lunch break.
 - d. Thirty (30) minutes before the conclusion of the work day. (Breaks shall be 20 minutes within 30 minute period of time).
- (2) Employees working overtime will be entitled to an additional twenty (20) minute break for every four (4) hours worked and fraction thereof worked.

C. Overtime

- (1) The base pay for employees shall cover the first forty (40) hours of work each week. Overtime shall be computed for all work in excess of forty (40) hours each week at the rate of one and one-half (1-1/2) times the hourly rate of said employees.
- (2) The opportunity for overtime shall be distributed as equally as practicable among the employees who regularly perform such work.

D. Less Than Twelve Month Employees

Employees who work less than twelve (12) months shall be provided with a calendar showing when their work year begins. This calendar is subject to change resulting from contract negotiations occurring after calendars are distributed. Said calendars will be made available one (1) week prior to end of the spring semester.

Article 15

ASSOCIATION DEDUCTIONS

Dues Authorization

An employee may authorize an Association deduction by turning in the appropriate authorization form to the Business Office. Pursuant to the authorization, the Business Office shall deduct the appropriate amount from the employee paycheck, but not to exceed two (2) deductions per month. Dues deductions will continue until revoked in writing by thirty (30) calendar day notice from the employee to the employer.

By June 1st and December 1st of each year, the Association shall submit to the Board the new Association dues amounts to be deducted only as to any changes in dues deduction which shall be effective as of July 1st and January 1st. The Business Office will transmit deducted dues to the designated Treasurer of the Association.

No liability shall accrue to the Board or any administrative official collectively or individually for any action taken or not taken with regard to information furnished under this section.

Article 16

WAGES

A. 2005-2006 Wage Adjustments

Effective July 1, 2005, full-time and regular part-time employees will receive a \$0.42 increase in each employee's 2004-2005 base hourly rate.

The base hourly hiring rate for 2005-2006 for secretaries and custodians will range from a minimum of \$9.00 to a maximum of \$9.50 depending upon the new employee's secretarial or

custodial experience. In determining the hiring rate, a \$0.10 increase above the minimum of \$9.00 will be made for each year of prior work experience relating to the position to be filled up to a maximum of five (5) years prior experience. No new employee hired in a secretarial or custodian job will be paid a beginning hourly rate of pay greater than the hourly rate of pay paid to a current employee working on the same shift in the same classification who has equal or greater years of work experience relating to the job.

The hourly pay rate for the 2005-2006 school year for custodians and for secretaries may range from \$9.00 to \$14.71. The hourly pay rate at the top of the range is the maximum hourly pay rate that may be paid to an employee.

B. Shift Differential

All persons whose work schedule regularly begins at or after 2:30 p.m. shall receive a \$0.20 per hour shift differential added to their base hourly rate.

C. Call Back Pay

Employees who are called back to work for any reason shall be guaranteed a minimum of two (2) hours of overtime pay.

D. Method of Payment

All employees will be paid on or about the fifteenth (15th) and on the last day of each month. Should either of these dates fall on a holiday or a weekend, the employee will be paid the day preceding the holiday or weekend.

Checks will be mailed to employees or direct deposited.

CLASSIFIED DUES DEDUCTION FORM

2004-2005/2005-2006/2006-2007

Authorization for payroll deduction for Iowa Central Community College Classified
Employees Association.

Employee's Last Name	First Name	Middle Initial
Employee's Social Security Number		
Date Started		Amount

I hereby request and authorize the Board of Directors of Iowa Central Community College as my remitting agent to deduct from my earnings each pay period until this authorization is changed or revoked, a sufficient amount to provide for the payment of dues for me and on my behalf to the Treasurer of Iowa Central Community College Classified Employees Association.

It is understood that this authorization shall begin on the first payroll period following receipt by the Business Office, from the Association of written notice of authorization from employee for dues deduction, and shall continue until revoked in writing by a thirty (30) calendar day notice from the employee to the employer.

Date

Signature

APPENDIX "A"

Grievance Report

Date Filed

Name of Aggrieved Person

Distribution of Form

1. Association
2. Employee
3. Employer

STEP 2

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

E. Disposition by Department Chair or Immediate Supervisor _____

Signature of Department Chair
or Immediate Supervisor

Date

STEP 3

A. _____
Signature of Aggrieved Person

Date Received by Vice President,
Financial Affairs

B. Disposition by Vice President, Financial Affairs or Designee _____

Signature of Vice President,
Financial Affairs

Date

STEP 4

A. _____
Signature of Aggrieved Person Date Received by President

B. Disposition by President _____

Signature of President Date

STEP 5

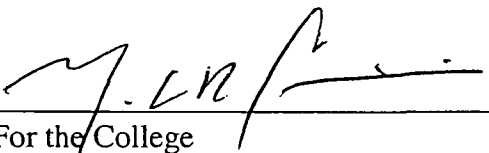
A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted

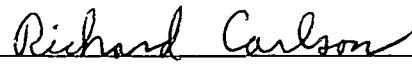
DURATION

The duration of this agreement shall be from July 1, 2004, through, June 30, 2007, except that either party may open the agreement for negotiations as to Article 13 (Insurance Program), Article 16 (Wages), and one other Article for the 2006-2007 school year with said opener request being made in writing to the other party on or before January 16, 2006.

Signed this 22nd day of April, 2005, by



For the College



For the Association

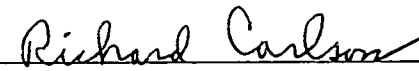
SIDE LETTER TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that any regular part-time employee in the bargaining unit receiving vacation during the 1995-1996 school year will continue to receive said vacation as long as he/she remains in the bargaining unit.

Signed this 22nd day of April, 2005 by



For the College



For the Association


SIDE LETTER TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that any regular part-time employee currently in the bargaining unit receiving the College's insurance contribution during the 1995-1996 school year will continue to receive said insurance contribution as long as he/she remains in the bargaining unit.

Signed this 22nd day of April, 2005, by



For the College

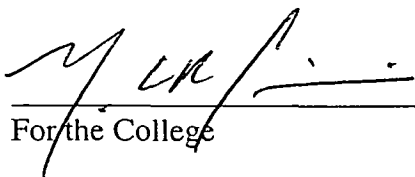


For the Association


SIDE LETTER TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree that during the interview process the College will inform the candidate for a night shift custodian position that this position is for the night shift hours for the full year and that the hours are different than for those custodians hired prior to July 1, 1999, who may work the day shift during the summer and during the College's Christmas and spring break. This side letter agreement shall be for the period July 1, 2004 through June 30, 2007.

Signed this 22nd day of April, 2005, by



For the College




For the Association

SIDE LETTER TO
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
IOWA CENTRAL COMMUNITY COLLEGE
CLASSIFIED EMPLOYEES ASSOCIATION
AND
IOWA CENTRAL COMMUNITY COLLEGE

The parties agree for the period April 1, 2004, through June 30, 2007, that in addition to the exceptions provided in Section A (2) and (3) in Article 14, Hours of Work, that the normal hours of work may be changed by mutual agreement between an individual custodian and the College; this may be for a period of time shorter than 16 months and will be described in a memo from the College to the employee. If there is no mutual agreement to a change as described in this Side Letter, then the custodian's hours of work will remain as provided in Article 14.

Signed this 22nd day of April, 2005, by



For the College



For the Association